

**DECLARATION FOR UTILITY APPLICATION USING AN APPLICATION  
DATA SHEET (37 C.F.R. § 1.76) AND POWER OF ATTORNEY**

Application of: FISCELLA et al.

Attorney Docket No.: PT124P1

Application Serial No.: Not assigned

Art Unit: Not assigned

Filed: Concurrently Herewith

Examiner: Not assigned

Title: B7-Like Polypeptides and Polynucleotides Encoding the Same

As a below named inventor, I hereby declare that:

This declaration is directed to:

The attached application, or  
 Application No. 09/\_\_\_\_\_, filed on \_\_\_\_\_, 2001,  
 as amended on \_\_\_\_\_ (if applicable);

I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought;

I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment specifically referred to above;

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. § 1.56; and

All statements made herein of my own knowledge are true, all statements made herein on information and belief are believed to be true, and these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and may jeopardize the validity of the application or any patent issued thereon.

I hereby appoint the Practitioners at **Customer Number 22195** as my attorney(s) or agent(s) with full power of substitution, association, and revocation to prosecute the application identified above, including any continuation or divisional applications, and to transact all business in the U.S. Patent and Trademark Office connected therewith. Direct all correspondence to the above-mentioned Customer Number, namely **22195**.

**FULL NAME(S) OF INVENTOR(S):**

Inventor One: Michele FISCELLA

Signature: \_\_\_\_\_ Citizen of: IT

Inventor Two: Jian NI

Signature: \_\_\_\_\_ Citizen of: CN

Inventor Three: Steven M. RUBEN

Signature: \_\_\_\_\_ Citizen of: US

Inventor Four: \_\_\_\_\_

Signature: \_\_\_\_\_ Citizen of: \_\_\_\_\_

Inventor Five: \_\_\_\_\_

Signature: \_\_\_\_\_ Citizen of: \_\_\_\_\_

Inventor Six: \_\_\_\_\_

Signature: \_\_\_\_\_ Citizen of: \_\_\_\_\_

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, **Michele Fiscella, Jian Ni, and Steven M. Ruben**, hereby sells, assigns, transfers, and sets over to **Human Genome Sciences, Inc.** ("Assignee") having a place of business at 9410 Key West Avenue, Rockville, MD 20850, its successors, assigns and legal representatives, his/her entire right, title and interest, including the right to sue and collect for all past, present and future damages, for the United States of America, including all its territories and possessions, and all other countries,

- (a) in and to the invention known as **B7-Like Polypeptides and Polynucleotides Encoding the Same** for which application for United States Letters Patent was filed on \_\_\_\_\_, and assigned US Serial No. \_\_\_\_\_ in any and all applications thereon, in any and all Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing (continuation, divisional) applications, reissues, extensions, renewals and reexaminations of the patent application or patent therefor listed above in part (a), to the full extent of the term or terms for which patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals, and examinations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

Each of the undersigned further agrees that said Assignee may apply for and receive patent(s) for said invention(s) in its own name; and agrees to execute all papers necessary in connection with said application(s) and any continuing application(s) (continuation, divisional, or continuation-in-part), substitutes, renewals, reissues, reexaminations, extensions, and all other patent applications on all such invention(s), including all rightful oaths, declarations, powers of attorney and other papers; and agrees to execute separate assignments in connection with such application(s) as the Assignee may deem necessary and expedient; and agrees to communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said invention(s) and the history thereof; and agrees to cooperate fully and completely with said Assignee, its successors, assigns, and representatives in securing, maintaining, and enforcing proper patent protection for said invention(s) and for vesting title to said invention(s) and all patent applications and all patents on said invention(s) in Assignee, its successors, assigns and representatives.

Each of the undersigned agrees to execute all papers necessary in connection with any interference that may be declared or litigation that may be instituted concerning the application(s) or patent(s) referred to above and to cooperate fully and completely with the Assignee, its successors, assigns, and representatives in obtaining evidence and going forward with such interference or litigation, including providing testimonial evidence.

Each of the undersigned hereby represents and warrants to Assignee, its successors, assigns and representatives that no assignment, grant, mortgage, license or other right or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned and that full right to convey the same as expressed herein is possessed by the undersigned.

Each of the undersigned hereby grants the power to James H. Davis (Reg. No. 40,582), Kenley K. Hoover (Reg. No. 40,302), Michele M. Wales (Reg. No. 43,975), Jonathan L. Klein (Reg. No. 41,119), Mark J. Hyman (Reg. No. 46,789), and Janet M. Martineau (Reg. No. 46,903) of Human Genome Sciences, Inc., 9410 Key West Avenue, Rockville, MD, 20850 to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the date(s) opposite their signature(s):

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Michele FISCELLA

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Jian NI

Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Steven M. RUBEN